



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDCT, OLC, LRE

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking the following relief:

- an order cancelling a notice to end the tenancy for the landlord's use of property;
- a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement;
- an order that the landlord comply with the *Act*, regulation or tenancy agreement; and
- an order limiting or setting conditions on the landlord's right to enter the rental unit.

The landlord and the tenant attended the hearing and the tenant was assisted by an agent.

During the course of the hearing, the tenant advised that he will vacate the rental unit on February 16, 2022 and is returning to his Native Country.

The parties also agree that the landlord has sold the rental unit but still retains the security deposit of \$450.00.

The parties agreed to settle this dispute in the following terms:

- The tenancy will legally end on February 28, 2022 at 1:00 p.m.;
- The tenant will have compensation equal to one-half month's rent, or \$450.00, which will be realized by not paying rent for the last half of February, 2022;

- The landlord will return the \$450.00 security deposit to the tenant on the day that the tenant vacates and returns the key and fob to the landlord, without the necessity of the tenant providing the landlord with a forwarding address in writing, and the landlord's cheque will be payable to the tenant's Agent for onward transmission to the tenant.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and the parties understood the nature of it.

Since the parties have agreed, I grant a monetary order in favour of the tenant as against the landlord in the amount of \$450.00 as full recovery of the security deposit, and the tenant will not pay rent to the landlord for the last half of the month of February, 2022.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$450.00.

This order is final and binding and may be enforced.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 04, 2022

Residential Tenancy Branch